together with all and singular the rights, members, hereditaments, and appurtenances to the said premises belonging or in any wise incident or appertaining;

TO HAVE AND TO HOLD all and singular the said premises unto the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, forever, and the Mortgagor does hereby bind himself and his heirs, executors, administrators, or assigns to warrant and forever defend all and singular the said premises unto the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, from and against him and his heirs, executors, administrators, or assigns, and all other persons whomsoever lawfully claiming or to claim the same or any part thereof.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said Mortgagor does and shall well and truly pay, or cause to be paid, unto the said WACHOVIA MORTGAGE COMPANY, its successors or assigns, the said debt or sum of money aforesaid, with interest thereon as aforesaid, and shall perform the covenants herein contained acording to the true intent and meaning of said Note and this Mortgage, then this Deed of Bargain and Sale shall cease, determine, and be utterly null and void; otherwise, it shall remain in full force and virtue.

1. ✓ THE [illegible] construction of improvements not later than [illegible] before the [illegible] day of [illegible], 19[illegible], which building loan agreement is incorporated herein by reference and made a part hereof. Failure to comply with the building loan agreement shall constitute default under this mortgage. WACHOVIA MORTGAGE COMPANY [illegible] loan agreement and in this Mortgage.

2. AND IT IS HEREBY COVENANTED, by and between said parties, that the said Mortgagor, his heirs, executors, administrators or assigns, will pay said Note with interest thereon as the same becomes due and payable; and will pay all taxes and assessments on said lands and premiums of insurance against said premises before the same become delinquent, and will keep all fences, buildings, and other improvements now on said premises, and hereafter put thereon, in good condition and repair and will do no act by which the value of said premises may be impaired.

3. AND IT IS FURTHER COVENANTED that the said Mortgagor, his heirs, executors, administrators, or assigns, will insure the buildings on said premises against loss by fire and extended coverage for their insurable value in some responsible insurance company, approved by the said Mortgagee, its successors or assigns, with loss, if any, payable to the said Mortgagee, its successors or assigns, as their interests may appear, and deliver the policies of insurance to said Mortgagee, and if any more insurance is taken on the property that all policies for same shall be delivered to said Mortgagee and loss made payable to said Mortgagee, its successors or assigns, the same as in the required policy, and in case the insurable improvements on said real estate are destroyed or damaged by fire, or extended coverage, the said Mortgagee, its successors or assigns, shall have the right to apply the moneys collected from the insurance in payment of the debt secured hereby, whether due or not.

4. AND IT IS FURTHER COVENANTED that if the said Mortgagor, his heirs, executors, administrators, or assigns, shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance, as herein agreed, then said Mortgagee, its successors or assigns, may pay said taxes and assessments, and effect said insurance, and charge the sum so paid against said Mortgagor, his heirs, executors, administrators or assigns, and said premises; and the money so advanced for the payment of such taxes, assessments, insurance, or any charge of whatsoever nature on the property hereby conveyed shall be added to the mortgage debt, and the repayment thereof, with interest at the rate of seven per cent per annum, shall be secured by this Mortgage, and shall be forthwith due and payable; and the said Mortgagee, its successors or assigns, shall be subrogated to all the rights of the person to whom such payments have been made.

5. AND IT IS FURTHER COVENANTED that if the said Mortgagor, his heirs, executors, administrators, or assigns, shall make such payments as herein specified, then this Mortgage shall be void, but if the said Mortgagor, his heirs, executors, administrators, or assigns, shall fail to keep any of the covenants herein contained or to pay any of said moneys as they become due and payable by the terms of the said Note, as stipulated to be paid herein, or if default be made in the payment of said taxes or assessments; or if default be made in the said insurance agreement, as provided herein; or if the buildings and improvements are not kept in good repair; or in the event of the passage, after the date of this Mortgage, of any law deducting any lien thereon from the value of land for the purpose of taxation, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage or the manner of the collection of any such taxes, so as to affect this Mortgage, the whole of the principal sum secured by this Mortgage, together with the interest due thereon, shall, at the option of the said party of the second part, without notice, become immediately due and payable, and this Mortgage may be foreclosed for the whole amount of said moneys, interest, costs, taxes, advancements, and attorney's fees.

6. AND IT IS FURTHER COVENANTED, by the Mortgagor, his heirs, executors, administrators or assigns, in order to more fully protect the security of this Mortgage, he agrees that in addition to the monthly payments of principal and interest under the terms of the note hereby secured, he will pay on the first day of each month, or on the due date of monthly payments of principal to WACHOVIA MORTGAGE COMPANY, or to its duly authorized agent, a sum equal to one-twelfth of the known or estimated (by WACHOVIA MORTGAGE COMPANY,) yearly taxes, assessments and insurance premiums on or against the mortgaged premises. WACHOVIA MORTGAGE COMPANY, shall hold such payments, without obligation to pay interest thereon, and shall apply the same to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be for future needs; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then the Mortgagor shall, upon demand, pay to WACHOVIA MORTGAGE COMPANY, the amount necessary to cover the deficiency. When the Mortgagor shall have paid the note, secured by this deed of trust, WACHOVIA MORTGAGE COMPANY shall refund to the Mortgagor any excess funds accumulated hereunder. In the event of a foreclosure sale of the mortgaged premises, the WACHOVIA MORTGAGE COMPANY, may apply any balance remaining of the funds accumulated for the above purposes to the payment of the said note.